

THIS INSTRUMENT PREPARED BY AND RETURN TO:
M. Wayne Mink, Jr.,
Dinkelspiel, Rasmussen & Mink, PLLC
1669 Kirby Parkway, Suite 106
Memphis, TN 38120

ADOPTION OF BYLAWS OF WYNDCHASE HOMEOWNERS ASSOCIATION, INC.

THIS ADOPTION OF BYLAWS OF WYNDCHASE HOMEOWNERS ASSOCIATION, INC., (this “Adoption”) is made as of this ____ day of _____, 2018, by **WYNDCHASE HOMEOWNERS ASSOCIATION, INC.,** a Tennessee non-profit corporation (the “Association”), for that certain residential development situated in the City of Jackson, Madison County, Tennessee, more commonly known as **WYNDCHASE** (“Wyndchase”).

WITNESSETH:

WHEREAS, that certain: (i) Wyndchase Subdivision Restrictive Covenants Sections I & II Only, dated October 8, 1999, recorded in the Register’s Office of Madison County, Tennessee (the “Register’s Office”) in Book T1211, Page 537; (ii) Wyndchase Subdivision Restrictive Covenants Section III-A, dated November 19, 1999, recorded in the Register’s Office in Book T1217, Page 58; (iii) Wyndchase Subdivision Restrictive Covenants Section III-B, dated January 24, 2002, recorded in the Register’s Office in Book T1354, Page 493; (iv) Wyndchase Subdivision Restrictive Covenants Section IV, dated March 15, 2002, recorded in the Register’s Office in Book T1365, Page 888; (v) Wyndchase Subdivision Restrictive Covenants Section V, dated June 12, 2003, recorded in the Register’s Office in Book T1491, Page 545; (vi) Wyndchase Subdivision Restrictive Covenants Section VI, dated June 12, 2003, recorded in the Register’s Office in Book T1491, Page 550; (vii) Wyndchase Subdivision Restrictive Covenants Section VII-A, dated May 29, 2002, recorded in the Register’s Office in Book T1384, Page 19; (viii) Wyndchase Subdivision Restrictive Covenants Section VII-B, dated April 29, 2003, recorded in the Register’s Office in Book T1478, Page 918; (ix) Wyndchase Subdivision Section VIII Restrictive Covenants, dated August 29, 2005, recorded in the Register’s Office in Book T1698, Page 893; (x) Wyndchase Subdivision Section IX Restrictive Covenants, dated August 29, 2005, recorded in the Register’s Office in Book T1698, Page 888; (xi) Wyndchase Subdivision Section X Restrictive Covenants, dated July 13, 2006, recorded in the Register’s Office in Book T1765, Page 218; (xii) Wyndchase Subdivision Sections XI & XII, dated October 5, 2006, recorded in the Register’s Office in Book T1775, Page 1348; (xiii) Wyndchase Subdivision Sections XIII & XIV Restrictive Covenants, dated July 31, 2007, recorded in the Register’s Office in Book T1807, Page 211; (xiv) Wyndchase Subdivision Section XVI Restrictive Covenants, dated September 10, 2012, recorded in the Register’s Office in Book T1934, Page 1465; (xv) Wyndchase Subdivision Sections XVII-A Restrictive Covenants, dated November 7, 2013, recorded in the Register’s Office in Book T1966, Page 1827; (xvi) Wyndchase Subdivision Sections XVIII Restrictive Covenants, dated July 28, 2018, recorded in the Register’s Office in Book T2053, Page 617 (the aforementioned restrictive covenants, collectively, being the “Covenants”), govern that certain residential development situated in the City of Jackson, Madison County, Tennessee, more commonly known as “Wyndchase”, which is administered by Wyndchase Homeowners Association, Inc., a Tennessee non-profit corporation (the “Association”); and

WHEREAS, as of the date of this Adoption the Association has not formally adopted bylaws for its governance; and

WHEREAS, the Association intends to adopt the Bylaws of Wyndchase Homeowners Association, Inc., attached hereto and made a part hereof as **EXHIBIT “A”** (the “Bylaws”), formally as the bylaws of the Association; and

WHEREAS, pursuant to Tenn. Code § 48-52-106(a), the Board of Directors of the Association shall, in its sole discretion, adopt initial bylaws for the governance of the Association; and

WHEREAS, the Board of Directors have formally elected to adopt the Bylaws as the governing bylaws of the Association pursuant to its statutory powers as evidenced by all their signatures below.

NOW, THEREFORE, the Bylaws are formally adopted and hereby amended as follows:

1. **RECITALS:** The foregoing recitals are true and accurate.
2. **CAPITALIZED TERMS:** All capitalized terms not otherwise defined in this Adoption shall have the same meanings provided for in the Bylaws.
3. **ADOPTION OF THE BYLAWS:** The Board of Directors hereby formally adopts the Bylaws, attached hereto and made a part hereof as **EXHIBIT "A"**, as the governing bylaws of the Association.

IN WITNESS WHEREOF, the Bylaws were adopted and this Adoption was authorized at duly-called special meeting of the Board of Directors by a unanimous vote of all of the Directors, as evidenced by the signature of all Directors below.

THE ASSOCIATION:

WYNDCHASE HOMEOWNERS
ASSOCIATION, INC.,
a Tennessee non-profit corporation

By: _____
Name: _____
Title: Director

**STATE OF TENNESSEE
COUNTY OF MADISON**

Before me, the undersigned, a Notary Public of the state and county aforesaid, personally appeared _____, with whom I am personally acquainted, and who, upon oath acknowledged herself/himself to be a Director of Wyndchase Homeowners Association, Inc., Tennessee not for profit corporation, and that she/he as such Director, being authorized so to do, executed the foregoing instrument for the purpose therein contained on behalf of and as the free act and deed of the corporation, by signing her/his name as Director.

WITNESS my hand and seal at office on this the ___ day of _____, 2018.

NOTARY PUBLIC
My Commission Expires: _____

By: _____
Name: _____
Title: Director

**STATE OF TENNESSEE
COUNTY OF MADISON**

Before me, the undersigned, a Notary Public of the state and county aforesaid, personally appeared _____, with whom I am personally acquainted, and who, upon oath acknowledged herself/himself to be a Director of Wyndchase Homeowners Association, Inc., Tennessee not for profit corporation, and that she/he as such Director, being authorized so to do, executed the foregoing instrument for the purpose therein contained on behalf of and as the free act and deed of the corporation, by signing her/his name as Director.

WITNESS my hand and seal at office on this the ___ day of _____, 2018.

NOTARY PUBLIC
My Commission Expires: _____

By: _____
Name: _____
Title: Director

**STATE OF TENNESSEE
COUNTY OF MADISON**

Before me, the undersigned, a Notary Public of the state and county aforesaid, personally appeared _____, with whom I am personally acquainted, and who, upon oath acknowledged herself/himself to be a Director of Wyndchase Homeowners Association, Inc., Tennessee not for profit corporation, and that she/he as such Director, being authorized so to do, executed the foregoing instrument for the purpose therein contained on behalf of and as the free act and deed of the corporation, by signing her/his name as Director.

WITNESS my hand and seal at office on this the ___ day of _____, 2018.

NOTARY PUBLIC
My Commission Expires: _____

EXHIBIT "A"
THE BYLAWS

BYLAWS OF WYNDCHASE HOMEOWNERS ASSOCIATION, INC.

ARTICLE I
NAME AND GUIDELINES

Section 1. **NAME.** The name of this Association will be "Wyndchase Homeowners Association, Inc., a Tennessee nonprofit corporation".

Section 2. **GOVERNING LAW.** The Association is and shall remain a non-profit organization, governed by the provisions of the Tennessee Nonprofit Corporation Act, Tenn. Code § 48-51-101, *et seq.* (the "Act"), as amended from time to time, except as otherwise provided in these Bylaws, and no part of the net earnings thereof shall inure to any individual Member, except as expressly provided in those certain: **(i)** Wyndchase Subdivision Restrictive Covenants Sections I & II Only, dated October 8, 1999, recorded in the Register's Office of Madison County, Tennessee (the "Register's Office") in Book T1211, Page 537; **(ii)** Wyndchase Subdivision Restrictive Covenants Section III-A, dated November 19, 1999, recorded in the Register's Office in Book T1217, Page 58; **(iii)** Wyndchase Subdivision Restrictive Covenants Section III-B, dated January 24, 2002, recorded in the Register's Office in Book T1354, Page 493; **(iv)** Wyndchase Subdivision Restrictive Covenants Section IV, dated March 15, 2002, recorded in the Register's Office in Book T1365, Page 888; **(v)** Wyndchase Subdivision Restrictive Covenants Section V, dated June 12, 2003, recorded in the Register's Office in Book T1491, Page 545; **(vi)** Wyndchase Subdivision Restrictive Covenants Section VI, dated June 12, 2003, recorded in the Register's Office in Book T1491, Page 550; **(vii)** Wyndchase Subdivision Restrictive Covenants Section VII-A, dated May 29, 2002, recorded in the Register's Office in Book T1384, Page 19; **(viii)** Wyndchase Subdivision Restrictive Covenants Section VII-B, dated April 29, 2003, recorded in the Register's Office in Book T1478, Page 918; **(ix)** Wyndchase Subdivision Section VIII Restrictive Covenants, dated August 29, 2005, recorded in the Register's Office in Book T1698, Page 893; **(x)** Wyndchase Subdivision Section IX Restrictive Covenants, dated August 29, 2005, recorded in the Register's Office in Book T1698, Page 888; **(xi)** Wyndchase Subdivision Section X Restrictive Covenants, dated July 13, 2006, recorded in the Register's Office in Book T1765, Page 218; **(xii)** Wyndchase Subdivision Sections XI & XII, dated October 5, 2006, recorded in the Register's Office in Book T1775, Page 1348; **(xiii)** Wyndchase Subdivision Sections XIII & XIV Restrictive Covenants, dated July 31, 2007, recorded in the Register's Office in Book T1807, Page 211; **(xiv)** Wyndchase Subdivision Section XVI Restrictive Covenants, dated September 10, 2012, recorded in the Register's Office in Book T1934, Page 1465; **(xv)** Wyndchase Subdivision Sections XVII-A Restrictive Covenants, dated November 7, 2013, recorded in the Register's Office in Book T1966, Page 1827; **(xvi)** Wyndchase Subdivision Sections XVIII Restrictive Covenants, dated July 28, 2018, recorded in the Register's Office in Book T2053, Page 617 (the aforementioned restrictive covenants, collectively, being the "Covenants").

Section 3. **NON-POLITICAL.** The Association shall not endorse or align with any political party or candidate for public office.

Section 4. **PURPOSES.** The Association is formed to serve as the means through which the Members administer, manage, and operate Wyndchase, under the provisions of Act and the Covenants, as amended from time to time.

Section 5. **PRINCIPAL OFFICE.** The principal office of the Association shall be located at 24 Grovemont Cove; Jackson, Madison County; Tennessee 38305, or such other place as may be designated by the Association.

ARTICLE II
MEMBERSHIP

Section 1. MEMBERS. Membership in the Association shall be limited to the Members as such term is defined in the Charter of the Association. Every person, being an individual, firm, corporation, partnership, association, trust, or other legal entity or any combination thereof, who is a record owner of a fee or undivided fee interest of any Lot within Wyndchase shall be a Member of the Association, provided, however, that anyone who holds such interest solely as security for the performance of an obligation shall not be a Member. Membership shall be appurtenant to and may not be separated from ownership of any Lot within the Property. Ownership of such Lot shall be the sole qualification for membership in the Association.

Section 2. VOTES. The Owner(s) of record in the Register's Office of each Lot within Wyndchase each shall be entitled to one (1) vote per Lot owned. If a husband and wife are the Owners, collectively, of a Lot in Wyndchase, such husband and wife, while both Members, will have one (1) vote between them in all matters put before the Membership. If a corporation, partnership, limited liability company, or any other such legal entity shall own a Lot, then such entity shall register with the Secretary the name and office of the individual whom will represent such entity at any meeting of the Members and cast such entity's vote.

Section 3. ROSTER OF MEMBERSHIP. The Secretary of the Association shall maintain a roster of the Membership entitled to vote at the meetings as hereinafter provided.

Section 4. PROXIES. Every Member entitled to vote at a meeting may do so either in person or by written proxy, which proxy shall be filed with the Secretary before being voted. Such proxy shall entitle the holders thereof to vote at any adjournment of such meeting, but shall not be valid after the final adjournment thereof. No proxy shall be valid after the expiration of eleven (11) months from the date of its execution unless otherwise provided in the proxy.

ARTICLE III
BOARD OF DIRECTORS

Section 1. BOARD OF DIRECTORS. The Association shall be governed by a Board of Directors consisting of five (5) persons (each being a "Director"). Each Director shall be a Member, as such term is defined in the Charter. No Member who is delinquent in the payment of his or her assessment or otherwise in default of the Covenants may serve on the Board (in the event a Director becomes delinquent or otherwise in default of the Covenants, then he or she must resign from the Board and the remaining Directors shall elect a Director to fill such position until the next annual meeting of the Members at which time the Membership may elect a replacement to fill such Director's unexpired term).

Section 2. ELECTION OF DIRECTORS. Election of Directors shall be conducted in the following manner:

Except as otherwise provided herein, the Members of the Board of Directors shall be elected by written ballot or written proxy at the annual meeting of the Members and shall serve for three (3) years or until their successors are elected and qualified. In addition, the terms of the Directors are to be staggered to ensure that Directors with corporate knowledge of the Association remain on the Board. In order to establish the staggered Board of Directors, beginning with the annual meeting in 2019, the Association shall elect five (5) Directors, of which two (2) Directors shall serve for a three (3) year term, two (2) Directors shall serve for a two (2) year term, and one (1) Director shall serve for a one (1) year term. Subsequently, all Directors shall be elected to three (3) years terms with the Association electing at least

one (1) Director annually. Not less than sixty (60) days before a scheduled election, the Association shall mail or deliver, whether by separate Association mailing or included in another association mailing or delivery, including regularly published newsletters, to each Lot Owner entitled to vote, a first notice of the date of the election. Any eligible Lot Owner or other eligible person desiring to be a candidate for the board of Directors may give written notice to the Secretary not less than forty-five (45) days before a scheduled election. Additional nominations may be taken from the floor at the annual meeting, but will not be included on any ballot or ballot/proxy sent to the Members in accordance with the notice provisions contained in these Bylaws.

Section 3. ELECTION OF OFFICERS BY BOARD OF DIRECTORS. The Board of Directors shall elect a President, Vice President, Secretary, Treasurer, and a Member at Large. The Board of Directors may, in its discretion, from time to time by a majority vote remove an officer from office with or without cause.

Section 4. QUORUM; VOTING. The attendance of a majority of the Directors of the Board shall constitute a quorum. A simple majority will be required for any binding action, except as otherwise provided herein. Each Director shall be entitled to one (1) vote on all matters before the Board of Directors.

Section 5. QUALIFICATIONS; REMOVAL OF DIRECTORS. To be eligible for or to hold elected office in the Association, a person must be a Member. Each Director shall be a Member. No Member who is delinquent in the payment of his or her assessment may serve on the Board (in the event a Director becomes delinquent, then he or she must resign from the Board and the remaining Directors shall elect a Director to fill such position until the next annual meeting of the Members at which time the Membership may elect a replacement to fill such Director's unexpired term). Except as otherwise provided herein, any Director may be removed at a special meeting of the membership called for such purpose by a vote of two-thirds (2/3) of the entire Membership. If a Director is removed by the Members, then a replacement shall be elected at such meeting by the Members as provided herein.

Section 6. VACANCIES. Vacancies on the Board of Directors caused by any reason other than the removal of a Director by the vote of the Members of the Association shall be filled by the vote of the majority of the remaining Directors or by the sole remaining Director. Each individual so elected shall serve as a Director until a successor is duly-elected to fill the unexpired term at the next annual meeting of the Owners of the Association or at a special meeting of the Owners of the Association called for that purpose. Any Director filling a vacant position shall serve until their successor is duly-elected.

Section 7. NO COMPENSATION. Directors shall serve without compensation.

Section 8. POWERS/DUTIES OF BOARD OF DIRECTORS. Powers and duties of the Board of Directors shall include:

A. The appointment of the Architectural Control Committee (the "ACC") and all other standing committees and chairpersons thereof. This power can be delegated to the President. All committees shall derive their direction from the Board of Directors.

B. The appointment of all persons or organizations to serve the Association, including, but not limited to, any professional management company.

C. The filling of vacancies on the Board of Directors until the next annual meeting.

D. The approval of expenditures of Association funds.

- E. The establishment of policy for the Association.
- F. The dissolution of all standing and other committees. This power can be delegated to the President.
- G. The setting and collection of all annual assessments provided in the Covenants.
- H. Such other powers and duties as given to them by the Members; or established by the Covenants; or which may be exercised for, on behalf of, and in the best interests of the Association.
- I. Promulgation of reasonable rules and regulations (the “Rules and Regulations”) after written notice to the Members.
- J. Any and all other corporate powers (see specifically Tenn. Code § 48-53-102(a)) delegated to the Board of Directors of a non-profit corporation pursuant to Tenn. Code § 48-58-101(a).

ARTICLE IV
OFFICERS

Section 1. OFFICERS. Following the annual meeting of the Members, the Directors shall elect the following officers by a majority vote of the Directors: President, Secretary and Treasurer.

Section 2. PRESIDENT. The President shall preside at all meetings of the Association and the Board of Directors and shall perform such duties as directed by the Board of Directors.

Section 3. VICE PRESIDENT. The Vice President shall take the place of the President and perform his or her duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other Member of the Board of Directors to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be delegated to him or her by the Board of Directors.

Section 4. SECRETARY. The Secretary, or another Board Member as designated, shall be the official custodian of all records of the Association except Membership records, shall keep the minutes of the Association and Board of Directors meetings, shall send all official correspondence in the name of the Association, and shall give all required notices. In no event may the President and Secretary be the same individual.

Section 5. TREASURER. The Treasurer shall keep and be responsible for all funds of the Association and shall keep the Membership records. The funds shall be deposited in an account in the name of “Wyndchase Homeowners Association, Inc.” The Treasurer shall make a list of all Members which shall include each Member’s name, and date joined. The Treasurer shall provide a current list to the Secretary on a periodic basis. Designated Board members shall have signature authority on bank accounts of the Association. All monies belonging to the Association shall be delivered to the Treasurer and all bills shall be submitted to the Treasurer for payment. The Treasurer shall provide regular reports of transactions and prepare financial statements as directed by the Board of Directors. In the event the Association is professionally managed, the Board may authorize such management company to have signature authority on bank accounts of the Association.

Section 6. DUAL OFFICES. A Director may also serve as an officer and on the ACC.

Section 7. EXECUTION OF INSTRUMENTS. Provided any such document has been approved by the Membership, if necessary and as provided herein, and evidence of such approval is kept with the Association's records, all agreements, contracts, deeds, leases and other instruments of the Association, except checks, shall be executed by such person or persons as may be designated by a resolution of the Board of Directors and, in the absence of any general or special resolution applicable to any such instrument, then such instrument shall be signed by the President and Secretary. All checks shall be signed by the designated Board members or by such other person or persons as may be designated by resolution of the Board of Directors.

ARTICLE V **MEMBERSHIP MEETINGS**

Section 1. ANNUAL MEETING. The annual meeting of the Membership of the Association in each year shall be held between the months of January and April, inclusive, on the particular day, hour, and location as determined and designated by the Board of Directors. Written notification of the Annual Meeting shall be given to the Members as provided in the Bylaws. Written notification of the Annual Meeting shall be given to the Members as provided in the Bylaws.

Section 2. SPECIAL MEETINGS. Special meetings of the Membership for any purpose may be called (1) by the President or (2) by the Secretary upon written request of thirty-five percent (35%) of the Membership.

Section 3. QUORUM. The presence, either in person or by proxy, of Members representing at least fifteen percent (15%) of the total votes entitled to be cast shall be requisite for and shall constitute a quorum for the transaction of business at all meetings of the Members. If the number of Members at a meeting drops below the required quorum level and the question of a lack of quorum is raised, no business may thereafter be transacted. After two (2) successive adjourned meetings of the Members, held with due written notice, at which a quorum is not obtained; howsoever many Members as may attend the third consecutive adjournment of the meeting shall constitute a quorum.

ARTICLE VI **ASSOCIATION RESPONSIBILITIES**

Section 1. INDEMNIFICATION. The Association shall indemnify every officer and Director against any and all expenses, including attorney's fees, reasonably incurred by or imposed upon such officer or Director in connection with any action, suit, or other proceeding (including settlement of any such action, suit, or proceeding, if approved by the then Board of Directors) to which such officer or Director may be made a party by reason of being or having been an officer or Director, whether or not such person is an officer or Director at the time such expenses are incurred. The officers and Directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance or malfeasance. The officers and Directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association, and the Association shall indemnify and forever hold each such officer and Director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or Director, or former officer or Director, may be entitled, including the provisions of Tennessee Code Annotated Sections § 48-58-501, *et seq.* The Association shall maintain adequate general liability insurance and if, obtainable, officers' and Directors' liability insurance to fund this obligation.

Section 2. INSURANCE. The Association shall, as determined by the Board of Directors in its sole discretion, obtain, and maintain at all times as a common expense insurance as required by the

Covenants, including, but not limited to commercial general liability insurance and directors' and officers' insurance.

ARTICLE VII **PROCEDURE**

The President shall regulate and govern all debate and action by the Board of Directors and the Membership at any meeting in a manner, which promotes a fair exchange of views, and the efficient dispatch of business. When resort to rules of procedure becomes necessary, business may be governed by *Robert's Rules of Order*.

ARTICLE VIII **AMENDMENTS**

Section 1. AMENDMENTS. Except as elsewhere provided herein, amendments to these Bylaws may be effected as follows:

Section 2. BY THE ASSOCIATION. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered. An amendment may be proposed either (i) by a majority of the Board of Directors of the Association or (ii) by not less than thirty-five percent (35%) of the Members of the Association. Except as elsewhere provided, approvals of proposed amendments must be by the affirmative vote of Members holding two-thirds (2/3) of all Member votes. Records of all votes authorizing an amendment to these Bylaws shall be kept with the minutes of the Association.

Section 3. EXECUTION AND RECORDING. In order to be effective an amendment must be (i) executed by the President and Secretary of the Association, with evidence authorizing such execution placed with the minutes of the Association and (ii) recorded in the Register's Office.

ARTICLE IX **FINANCES**

Section 1. FISCAL YEAR. The fiscal year shall commence on January 1st and end on December 31st of each year. The Board of Directors may establish a different fiscal year and must notify each of the then existing Members of the change.

Section 2. DEPOSITORY AND CHECKS. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. All checks or demands for money and notes of the Association shall be signed by one (1) of the following officers: President, Treasurer, Secretary, or any person so designated by the Board. The Board of Directors, by resolution, may require more than one (1) signature.

Section 3. ANNUAL BUDGET. The Board of Directors shall propose an annual budget each year and shall post a copy of the Association's proposed annual budget of common expenses to the Association's website not less than seven (7) days prior to the meeting of the Board of Directors at which the budget will be considered together with a notice of that meeting. Hard copies of the proposed annual budget shall be available upon request. Such meeting of the Board of Directors shall be open to all Members.

Section 4. FIDELITY BONDS. The Board of Directors, in its sole and absolute discretion, may require fidelity bonds on all or any officers, employees, and agents of the Association or the Board and any

other persons responsible for funds of the Association. The Board of the Administration shall determine the amount of such bonds. Premiums on such bonds shall be paid by the Association.

ARTICLE X **NOTICES**

Section 1. NOTICE. Written notice shall be given to all Members of annual and special meetings, stating the time, place, and purpose for which the meeting is called. Such notice shall be in writing and shall be mailed to each Member at his or her address as it appears on the books of the Association or may be delivered to his or her Lot not less than seven (7) days nor more than thirty (30) days prior to the meeting. Proof of such mailing or delivery may be given by the written statement of the Secretary or other person giving the notice. Whenever, under the provisions of the Act, the Charter or these Bylaws, notice is required to be given to any Director or Member, it shall be construed to mean either personal notice, or notice given in writing by mail by depositing the same in the Post Office or letter box in a postpaid envelope addressed to such Director or Member as their name appears on the books of the Association.

Section 2. WAIVER OF NOTICE. Whenever any notice is required to be given under the provisions of the Act, the Charter, the Covenants, or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed to be equivalent to the required notice.

ARTICLE XI **OFFICIAL RECORDS**

The Association shall maintain a copy of each of the following, where applicable, which shall constitute the official records of the Association:

- A. A photocopy of the Plats and Covenants for Wyndchase.
- C. A photocopy of the recorded Bylaws of the Association and all amendments thereto.
- D. A certified copy of the Charter and all amendments thereto.
- E. A copy of the current Association's rules and regulations, if any.
- F. A book or books containing the minutes of all meetings of the Association, of the Board of Directors, and of the Members, which minutes shall be retained for a period of not less than seven (7) years.
- G. A current roster of all Members, their mailing addresses, lot identifications, voting certifications, e-mail addresses (if possible), and if known telephone numbers.
- H. All current insurance policies of the Association.
- I. A current copy of any management agreement, lease, agreement, or other contract to which the Association is a party or under which the Association or the Members have an obligation or responsibility.
- J. Bills of sale or conveyances for all property owned by the Association (if any).
- K. Accounting records for the Association according to generally accepted accounting practices.

L. Voting proxies, which shall be maintained for a period of one year from date of the meeting for which the proxy was given.

ARTICLE XII
WRITTEN INQUIRIES BY MEMBERS

When a Member files a written inquiry by certified mail with the Board of Directors, the Board shall respond in writing to the Member within thirty (30) days of receipt of the inquiry. The Board's response shall either give a substantive response to the inquirer, or notify the inquirer that a legal opinion has been requested. If a legal opinion is requested, the Board shall, within sixty (60) days after the receipt of the inquiry, provide in writing a substantive response to the inquirer. The failure to provide a substantive response to the inquirer as provided herein precludes the Board from recovering attorney's fees and costs in any subsequent litigation, administrative proceeding, or arbitration arising out of the complaint.

The Association may through its Board of Directors adopt reasonable rules and regulations regarding the frequency and manner of responding to Member inquires, one of which may be that the association is only obligated to respond to one written inquiry per Lot in any given thirty (30) day period. In such a case, any additional inquiry or inquiries must be responded to in the subsequent thirty (30) day period, or periods, as applicable.

ARTICLE XIII
MISCELLANEOUS

Section 1. CHOICE OF LAW. These Bylaws have been executed in the State of Tennessee, and shall be construed, performed and enforced in accordance with the laws of the State of Tennessee.

Section 2. SEVERABILITY. In the event any provision of these Bylaws shall be determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, the remainder of these Bylaws shall nonetheless remain in full force and effect so long as the substantial benefits of the parties to be derived from these Bylaws and the performance hereof are not adversely affected by the elimination of such provision(s).

Section 3. ENTIRE AGREEMENT. These Bylaws constitute the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, discussions, writings, and agreements.

Section 4. BINDING EFFECT. The terms of these Bylaws and the respective covenants, provisions, terms, conditions, and agreements herein contained shall be binding upon the parties hereto, their heirs, devisees, successors, and assigns.

I certify that these Bylaws were adopted by the Association as of this ____ day of _____, 2018.

_____, President